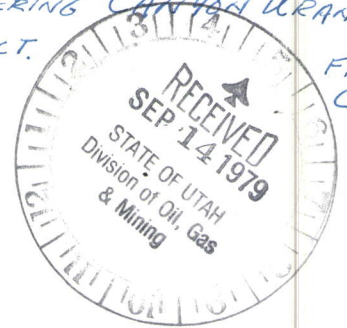


STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
BOARD OF OIL, GAS AND MINING
1588 West North Temple
Salt Lake City, Utah 84116

PLATEAU RESOURCES LTD.
COTERING CANYON URANIUM
PROJECT.



* MINED LANDS RECLAMATION CONTRACT *

THIS CONTRACT, made and entered into this 27th day of July, 1979, between Plateau Resources Limited a corporation duly authorized and existing under and by virtue of the laws of Utah as party of the first part, and hereinafter called the Operator, and the Board of Oil, Gas and Mining, duly authorized and existing by virtue of the laws of the State of Utah, as party of the second part hereinafter called the Board.

WITNESSETH:

WHEREAS, the Operator is the owner and in possession of certain mining, lode, and mill site claims hereinafter more particularly mentioned and described in Exhibit "A" attached hereto.

WHEREAS, the Operator did on the 25th day of January 1979, file with the Division of Oil, Gas, and Mining, a "Notice of Intention to Commence Mining Operations" and a "Mining and Reclamation Plan" to secure authorization to engage, or continue to engage, in uranium processing operations in the State of Utah, under the terms and provisions of the Mined Land Reclamation Act, Section 40-8, UCA, 1953;

WHEREAS, the Operator is able and willing to reclaim the above mentioned "lands affected" in accordance with the approved mining and reclamation plan, the Mined Land Reclamation Act and the rules and regulations adopted in accordance therewith.

WHEREAS, the Operator covenants and agrees that until the lands affected are reclaimed in accordance with the approved mining and reclamation plan, it will not, unless the Board shall otherwise consent, merge or consolidate with any other corporation or entity except Consumers Power Company, or sell, lease, transfer or otherwise dispose of all or substantial part of its assets or business to any other person, firm or corporation.

WHEREAS, the Operator covenants and agrees that the surety provisions which form a part of this Mined Lands Reclamation Contract will be reviewed and renewed by the Board every five years, in conjunction with the review by the United States Nuclear Regulatory Commission of the source material license for Operator's uranium processing facility.

WHEREAS, the Operator is able to demonstrate sufficient solvency by having the ability to borrow short term funds for general corporate purposes on an unsecured basis from independent sources, as evidenced by letter dated July 27, 1979

MILL SITE RECLAMATION CONTRACT

Page 2 of 3

from United States Bank of Grand Junction, Colorado, which is marked as Exhibit "B" attached hereto.

WHEREAS, the Board has considered the factual information and recommendations provided by the staff of the Division of Oil, Gas, and Mining as to the magnitude, type and costs of the approved reclamation activities planned for the land affected.

WHEREAS, the Board is cognizant of the nature, extent, duration of operations, the financial status of the Operator, and his capabilities of carrying out the planned work.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties by each to the other made and herein contained, the parties hereto agree as follows:

1. The Operator promises to reclaim the land affected in accordance with the approved Mining and Reclamation Plan, the Mined Land Reclamation Act, and the Rules and Regulations adopted in accordance therewith.
2. The Operator promises to decommission the uranium processing facility's buildings and equipment after closure of the facility's operation in accordance with a United States Nuclear Regulatory Commission approved decommissioning plan.
3. The Board, in lieu of the posting a bond or other surety, accepts the personal guarantee of the Operator to reclaim the land affected.
4. The Board and Operator both agree that the Operator will not be obligated to expend a sum in excess of that required to complete the reclamation work outlined in the Mining and Reclamation Plan which was designed for the mining operation as submitted to the Division on the 25th day of January, 1979, and its subsequent amendments dated April 6, 1979, April 30, 1979, and July 12, 1979, and which has been estimated to cost \$792,000.

IN WITNESS WHEREOF, the parties of the first and second parts hereto have respectively subscribed their names hereon and have caused this contract to be duly executed this 24th day of October, 19 79.

PLATEAU RESOURCES LIMITED

By: Blake O. Fisher

Blake O. Fisher
Vice President

ATTEST:

R. T. Berg
R. T. Berg
Assistant Treasurer and
Finance Manager

BOARD OF OIL, GAS, AND MINING

By: C. B. Henderson

Chairman

STATE OF COLORADO

COUNTY OF MESA

On this 15th day of September, 1979, personally appeared before me Blake O. Fisher who being by me duly sworn did say that he is Vice President of Plateau Resources Limited, and that said instrument was signed in behalf of said Corporation by authority of its by-laws and said Blake O. Fisher acknowledged to me that said Corporation executed the same.

Shirley R. Follett
NOTARY PUBLIC

Residing in Mesa County Colorado

My Commission Expires My Commission expires June 25, 1982

Uranium Processing FacilityMillsite Claims

<u>Claim Name and Number</u>	<u>Recorded</u>	<u>Garfield County, Utah</u> <u>Book</u>	<u>Page</u>
Pam 6	3-24-78	241	582
Pam 8-40	3-24-78	241	583-615
Pam 47-115	3-24-78	241	616-684
Pam 116-197	6-29-78	247	601-682
Pam 198-212	7-14-78	248	317-331
Hydro-Jet 1-15	1-26-77	233	114-128
Nancy 1-117	7-27-79	254	395-511
Nancy 118	7-27-79	254	511A
Nancy 119	7-27-79	254	511B
Nancy 120	7-27-79	254	511C
Nancy 121-169	7-27-79	254	512-560

Lode Claims

Jean 2	3-20-78	241	513
Jean 4-29	3-20-78	241	514-539
Jean 30-39	6-2-78	245	426-435
Jean 40	7-14-78	248	334
Jean 41-48	6-12-78	247	344-351
Jean 49-50	6-29-78	247	599-600
Jean 51-52	7-14-78	248	332-333
Jean 53-94			
Jean 95 Fraction			

Placer Claims

Kay 1-38	3-17-78	241	448-485
Kay 39-47	3-17-78	241	486-494
Kay 48-73	7-13-79	254	190-215
Kay 75-76	7-13-79	254	216-217
Kay 78-79	7-13-79	254	218-219
Kay 81	7-13-79	254	220
Kay 84	7-13-79	254	221
Kay 86	7-13-79	254	222